

STATE OF DELAWARE



DELAWARE HEALTH  
AND SOCIAL SERVICES  
DIVISION OF MANAGEMENT  
SERVICES  
1901 N. DuPont Highway  
New Castle, DE 19720

REQUEST FOR PROPOSAL NO. PSC # 837

FOR

PATERNITY GENETIC TESTING LABORATORY SERVICES

FOR

DIVISION OF CHILD SUPPORT ENFORCEMENT  
84 A CHRISTIANA ROAD  
NEW CASTLE, DE 19720

Deposit	Waived
Performance Bond	Waived

Date Due: November 17, 2008  
11:00 AM

Deadline for submission of all questions is October 24. Written responses will be faxed or emailed to bidders no later than October 31. Please include your fax number and/or your email address with your request.

DELAWARE HEALTH AND SOCIAL SERVICES  
DIVISION OF MANAGEMENT SERVICES  
PROCUREMENT BRANCH  
HERMAN M. HOLLOWAY SR. HEALTH AND SOCIAL SERVICES CAMPUS  
1901 N. DUPONT HIGHWAY  
NEW CASTLE, DELAWARE 19720

## REQUEST FOR PROPOSAL #PSC 837

Sealed proposals for Paternity Genetic Testing Laboratory Services for the Division of Public Health 1901 N. DuPont Highway, Herman M Holloway Campus, New Castle, DE 19720, will be received by the Delaware Health and Social Services, Procurement Branch, Main Administration Building, Second Floor, Room #259, (South Loop), 1901 North DuPont Highway, Herman M. Holloway Sr. Health and Social Services Campus, New Castle, Delaware 19720, until 11:00 A.M. local time, on November 17, 2008 at which time they will be opened, read and recorded. For further information concerning this RFP, please contact Heather Morton (302) 395-6660. There will be no mandatory bidder's conference. A brief "Letter of Interest" must be submitted by October 24, 2008, along with any questions or requests for clarifications. Specifications and Administration Procedures may be obtained at the above office, Phone (302) 255-9290.

**NOTE TO VENDORS:** Your proposal must be signed and all information on the signature page completed.

If you do not intend to submit a bid and you wish to be kept on our mailing list you are required to return the face sheet with "NO BID" stated on the front with your company's Name, address and signature.

**IMPORTANT:** ALL PROPOSALS MUST HAVE OUR PSC# ON THE OUTSIDE ENVELOPE. IF THIS NUMBER IS OMITTED YOUR PROPOSAL WILL BE REJECTED.

**FOR FURTHER BIDDING INFORMATION PLEASE CONTACT:**

SANDRA SKELLEY  
DELAWARE HEALTH AND SOCIAL SERVICES  
PROCUREMENT BRANCH  
MAIN BLD-2<sup>ND</sup> FLOOR –ROOM #259  
1901 NORTH DUPONT HIGHWAY  
HERMAN M. HOLLOWAY SR. HEALTH AND  
SOCIAL SERVICES CAMPUS  
NEW CASTLE, DELAWARE 19720  
PHONE: (302) 255-9290

This contract resulting from this RFP shall be valid for the period of time as stated in the contract. There will be a ninety (90) day period during which the agency may extend the contract period for renewal if needed.

If a bidder wishes to request a debriefing, they must submit a formal letter to the Procurement Administrator, Delaware Health and Social Services, Main Administration Building, Second Floor, (South Loop), 1901 North DuPont Highway, Herman M. Holloway Sr., Health and Social Services Campus, New Castle, Delaware 19720, within ten (10) days after receipt of “Notice of Award”. The letter must specify reasons for request.

**IMPORTANT:      DELIVERY INSTRUCTIONS**

IT IS THE RESPONSIBILITY OF THE BIDDER TO ENSURE THAT THE PROPOSAL HAS BEEN RECEIVED BY THE DEPARTMENT OF HEALTH AND SOCIAL SERVICES BY THE DEADLINE.



*DELAWARE HEALTH  
AND SOCIAL SERVICES*  
Division of  
Child Support Enforcement

**STATE OF DELAWARE**

**REQUEST FOR PROPOSAL  
PSC # 837**

**Paternity Genetic Testing Laboratory Services  
For the Period January 1, 2009- December 31, 2013**

**DIVISION OF CHILD SUPPORT ENFORCEMENT**

**The Department of Delaware Health and Social Services does not discriminate  
in awarding program funds or providing services to participants on the basis  
of race, religion, sex, national origin, age, handicap, or political affiliation.**

January 2009

**Division of Child Support Enforcement  
Paternity Testing Laboratory Services RFP**

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## **Section Administrative Overview**

### **10.00 Introduction**

This Request for Proposal (RFP) consists of pages 1-25 and Appendices A - H. Federal law and regulations require each state to operate an effective and efficient Child Support Enforcement Program. The United States Department of Health and Human Services, Office of Child Support Enforcement (OCSE), is responsible for promulgating the regulations which govern the operations of state child support enforcement programs. The Division of Child Support Enforcement (the "DIVISION"), Delaware Health and Social Services (the "DEPARTMENT") has been designated as the Delaware Title IV-D agency.

A Child Support Enforcement Program is designed to provide services to families in securing financial assistance from non-custodial parents for their children to whom support is owed. In order to qualify for Federal matching funds, a child support enforcement program must be operated pursuant to a State Plan approved under Title IV of the Social Security Act. This Plan is commonly referred to as the IV-D plan.

The IV-D agency is the single State agency designated to administer the State IV-D Plan. The DIVISION is the agency responsible for administration of this Plan in the State of Delaware and it may delegate or contract for activities set forth in the Plan. However, any such delegation of authority does not relieve the DIVISION of overall responsibility for the following: (1) ensuring that Contractors are notified of any lack of compliance with the State IV-D Plan and (2) reporting on all State IV-D activities.

Listed below are the six different IV-D activities:

1. Location of absent parents.
2. Establishment of paternity.
3. Establishment of child and medical support orders.
4. Collection and distribution of child support.
5. Enforcement of child and medical support obligations.
6. Cooperation with other states in child support related activities.

Each non-custodial parent against whom the IV-D agency is attempting to secure or enforce child support is considered to be a IV-D case. Where an individual is responsible for supporting children in more than one family, each separate family is considered as a separate and distinct case for funding and reporting purposes. Title IV-D cases consist of six types:

1. Temporary Assistance to Needy Families (TANF) Program Cases. Cases involving non-custodial parents whose children are receiving assistance payments through TANF.
2. Non-TANF Cases: Cases involving a non-custodial parent whose children are not receiving TANF, but where an application for IV-D services has been made by the custodial parent in accordance with the State Plan.

3. Foster Case Cases: Cases involving a temporary placement made by the Division of Family Services for children living with a custodian other than with their own parents.
4. Interstate Cases: Cases that have been referred by one state to the IV-D agency or the Family Court in a different state for assistance with part or all of the IV-D activities.
5. Medical Assistance Only (MAO) Cases: Cases in which Medicaid recipients are receiving medical benefits for their minor children.
6. Medical Support Cases: Cases with an established order for medical support; these cases may also be included with any of the other above five types of cases.

#### **10.10 Statement of Need**

Delaware Health and Social Services, Division of Child Support Enforcement, is requesting proposals from qualified testing laboratories to provide genetic tests to assist in the determination of paternity under actions taken by the DIVISION, judicial proceedings initiated by the Family Court of the State of Delaware, or under the Voluntary Paternity Acknowledgement Program. This will include the collection and transportation of tissue and/or blood samples, testing analysis of the tissue and blood samples by accepted scientific techniques, and issuance of reports on the test findings and conclusions.

The Contract will be awarded to the bidder that offers what is judged by the DIVISION to be the best proposal to manage an effective paternity genetic testing program, considering price, CONTRACTOR qualifications, and other factors including but not limited range of ancillary services provided. The primary emphasis and concern of this RFP is for the DIVISION to identify and select the CONTRACTOR who is determined to be the most capable to provide timely, accurate, reliable, and legally admissible parentage genetic tests and/or Family Court testimony in disputed paternity cases. Establishment of paternity is an administrative requirement of all IV-D Programs.

#### **10.20 Issuing/Contracting Officer**

The Issuing/Contracting Officer for this RFP will be:

- Heather L Morton, Senior Fiscal Administrative Officer  
Division of Child Support Enforcement  
P.O. Box 11223  
Wilmington, De. 19850  
Phone: (302) 395-6660

For the purpose of this RFP, all fiscal and RFP process related inquiries should be directed to Ms. Morton.

### **10.30 Technical Questions/Clarifications**

Technical questions will be accepted only from the date of the release of this RFP until the Closing Date for Receipt of Questions, which is October 24, 2008. All technical questions and requests for clarification must be **e-mailed** to:

- Heather Morton, Senior Fiscal Administrative Officer  
Division of Child Support Enforcement  
P.O. Box 11223  
Wilmington, De. 19850  
Phone: (302) 395-6660  
Email- Heather.Morton@state.de.us

A written response to all technical questions should be e-mailed to all interested vendors on or before October 31, 2008.

### **10.40 Procurement Schedule**

The following schedule is anticipated for the procurement process:

Dates Advertised in the Appropriate News Media	10/14/2008 10/20/2008
Closing Date for the Receipt of Written Questions	October 24, 2008
E-Mail Response to Written Questions	October 31, 2008
Proposal Submission Deadline and Bid Opening (11:00 a.m. EST)	November 17, 2008
Selection of CONTRACTOR	December 1, 2008
Contract Implementation Date	January 1, 2009

The DEPARTMENT reserves the right to adjust this timetable in the best interests of the State.

### **10.50 RFP Modifications**

If the DEPARTMENT should amend any segment of this RFP after submission of bids, but prior to the official announcement of a CONTRACTOR, the DEPARTMENT will notify all bidders, and they will be afforded sufficient time to revise their proposal to accommodate the specific amendment(s).



## **Section 20**

### **Scope of Work**

The CONTRACTOR will perform a battery of defined genetic tests in order to determine paternity probability for the State of Delaware, Delaware Health and Social Services (the "DEPARTMENT"), Division of Child Support Enforcement (the "DIVISION"), for all Title IV-D cases in Delaware when such testing is at the request of the DIVISION, or Family Court or Administrative Order, or under the Voluntary Paternity Acknowledgement Program. Those persons subject to paternity testing shall be determined by Family Court or Administrative Order, and will include the child, the mother, and the alleged father. All genetic testing by the CONTRACTOR should determine a statistical probability of whether a biological relationship exists between a particular child and the person alleged to be the biological father, and the CONTRACTOR must establish a Paternity Index. The CONTRACTOR must be competent to perform tests for genetic markers or systems that are cost efficient, reliable, uncontroversial, and capable of yielding a statistically valid paternity probability of 99% or more.

#### **20.05 Services Required**

The primary method for obtaining genetic specimen collections must be non-invasive and DNA analysis is to be employed as the paternity testing technology of choice. The CONTRACTOR must continue genetic testing at the stated unit price until exclusion or 99% probability of paternity is established. In its proposal the successful bidder must attest to the availability and its capability to obtain tissue specimens through non-invasive, or minimally invasive means, and to efficiently perform DNA Probe/Buccal Swab Paternity Tests.

The paternity testing must be conducted at the Contractor's Laboratory or another acceptable facility, and must follow the most recent standards of the AABB. The Contractor must provide sufficient sample collections opportunities at the collection sites owned, operated or under contract to the Contractor and at other locations, including Court facilities, DCSE offices and facilitates operated by the State Department of Correction. If necessary, the CONTRACTOR shall furnish, free of charge, postage-paid testing kits for use by laboratories, State agencies, or any other source drawing samples. These kits should contain all the necessary equipment for the drawing of samples from the child, mother, and alleged father along with individual and specimen identification forms and labels. Paternity tests must be conducted promptly upon receipt of the samples from the source that drew them; unless testing is impossible due to contamination, outdated samples, or samples which are otherwise unusable. The CONTRACTOR will be responsible for submitting a time frame for the receipt of samples from the time of their draw.

The testing of genetic markers by the CONTRACTOR should include the use of multiple systems that will result in a cumulative probability of exclusion of 99% or more. A finding of non-paternity must be based on at least two exclusions. Testing conducted on each alleged father should use testing systems that yield a probability of paternity of at least 99% if the alleged father is not excluded.

DNA testing shall be sufficiently comprehensive to provide for either exclusions at 2 or more DNA loci or a probability of paternity of at least 99% in non-exclusionary cases. All samples in each case shall be analyzed from duplicate preparations whether excluded or not excluded. Confirmation of only the alleged fathers' identity and result is not acceptable; nor is use of a single preparation of each sample acceptable to fulfill the technical specifications of this RFP. There must be duplicate, independent testing of all individuals at one or more genetic loci. The State of Delaware maintains the option of inspecting the records and/or premises of the successful bidder to insure full compliance with these specifications without advance notice.

The CONTRACTOR must perform genetic testing in accordance with the current requirements set forth in all of the following resources:

1. Applicable State of Delaware laws and regulations; including the Uniform Parentage Act
2. Standards for Parentage Testing Laboratories, which is published by the American Association of Blood Banks;
3. Office of Child Support Enforcement (OCSE) policy directives;
4. Title IV-D of the Social Security Act;
5. Title 45 of the Code of Federal Regulations (CFRs),

Upon request, the CONTRACTOR shall conduct without charge necessary training seminars for all DIVISION, Family Court, and Department of Justice personnel who are concerned with tissue analysis in paternity actions. The CONTRACTOR must keep the DIVISION and Family Court employees abreast of any and all innovations or occurrences related to paternity testing as such information becomes available.

Testing in any, Uniform Interstate Family Support Act (UIFSA), or other interstate case for paternity establishment shall be conducted at no additional cost.

#### **20.10 CONTRACTOR Professional Licensing and Certification Requirements**

The CONTRACTOR's laboratory must be accredited as mandated by the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.C. 104-193) as defined in OCSE Information Memorandum 97-03 dated April 10, 1997 (Appendix C). In accordance with OCSE-IM-97-03 and Del C. § 804(a)(6), the DIVISION requires that the successful bidder's laboratory has to be **currently** certified or accredited by either the Parentage Testing Committee of the American Association of Blood Banks (AABB) or the American Society of Histocompatibility and Immunogenetics (ASHI). Documentation of this certification must be enclosed with the Technical Proposal response to this RFP. It is a condition of contract award that the successful bidder must continuously maintain this certification or accreditation throughout the contract period. The CONTRACTOR must expediently notify the DIVISION upon loss of certification or accreditation, at which time the contract will immediately terminate.

## **20.15 Personnel**

The CONTRACTOR's Laboratory must be under the direct supervision of an individual who is qualified by advanced training and/or experience in paternity testing. The Laboratory Director and his technical staff should participate in continuing education that is pertinent to the field of paternity testing. The necessary genetic tests must be conducted and interpreted by individuals who are fully qualified to effectively perform these tasks. It is the responsibility of the CONTRACTOR to ascertain the ongoing competency of its Laboratory technical staff. Expert witnesses must be available as described in Section 20.55 of this RFP. The CONTRACTOR should also have a minimum of five (5) years of genetic testing experience, preferably in Delaware, Pennsylvania, New Jersey, and/or Maryland.

## **20.20 CONTRACTOR Performance Time Requirements**

The written reports of the CONTRACTOR, which state the results of paternity tests performed, must be forwarded to the appropriate State agency promptly upon completion of the tests. The **maximum** turnaround time of these reports by the CONTRACTOR is 15 work days from date of last sample collection. **Since time is of the essence, failure to comply with these time frames may constitute cause for termination of the Contract by the DIVISION.**

## **20.25 CONTRACTOR Operational Standards Must Include:**

1. Sufficient space, equipment, facilities, and supplies necessary to maintain safe and acceptable testing conditions and standards.
2. A competent and sufficient staff as required for the efficient performance of the required genetic testing.
3. A Laboratory that is in compliance with all relevant safety codes, including provisions for the handling of tissue samples, reagents, and proper waste disposal.
4. Quality controls which are comprehensive and adequate to ensure that reagents, equipment, and personnel perform as expected.
5. The appropriate sample, control, use, and storage of reagents.
6. Handling, processing, and testing of samples in a manner that ensures the accuracy and reliability of test results.
7. Performance of paternity tests by standard methods, or by methods that are independently verified by the CONTRACTOR's Laboratory.
8. External proficiency testing programs in all systems used by the CONTRACTOR's Laboratory, and
9. Development and maintenance of an up-to-date Paternity Testing Manual that describes in detail all policies and procedures in effect at the CONTRACTOR's Laboratory to ensure accurate and reliable test results.

## **20.30 Identification, Specimen Collection, and Documentation**

It will be the responsibility of the CONTRACTOR to maintain a verifiable means of identifying all individuals who present themselves for genetic testing and to keep a record of this information at its testing facilities. This task will be at no separate charge to the

State of Delaware. This means of identification should include, but is not limited to, the name, relationship, race, testing date, and location of the sample collection. This information shall be verified by the signature of the person being tested, or by their guardian if the individual being tested is a minor.

The CONTRACTOR must store and handle all samples in such a manner to ensure that they will not be tampered with, contaminated, and/or substituted. A label should be firmly affixed to all tissue samples uniquely identifying the sample. When buccal swabs are used, a label must be placed around the swabs. This label must be verified by the person who tested (or their guardian) **prior** to the sample being removed from their presence. The name of the laboratory technician who draws the genetic specimen must be made a part of this record. The CONTRACTOR must establish and maintain a control number on each case, in order to identify the county and the State agency that has requested the testing, and retain specimen samples under singular control.

The CONTRACTOR'S laboratory will ensure that all information recorded, collected, and maintained shall be subject, upon reasonable notice, to inspection, review and/or audit by authorized personnel of the State and the Federal governments. The CONTRACTOR must permit authorized State and Federal personnel to monitor activities which are the subject of this Contract, in accordance with applicable State and Federal laws and regulations.

The CONTRACTOR shall retain all relevant financial records, statistical data, and any other supporting documents for a period of at least three (3) years after the starting date of the applicable retention period. However, if audit findings have not been resolved at the end of the three (3) year period, the records shall be retained until a final resolution of the audit findings. Federal auditors, and any persons duly authorized by the State, shall have **full access** to and the **right to examine** any of these materials during the Contract record retention period.

Prior to issuance, Computer Assisted Analysis shall be reviewed, verified, and signed by the Laboratory Director or its Supervisor. The calculation method should be validated, and gene and haplotype frequencies obtained from an examination of adequate size populations. Any manual calculations performed must be done in duplicate.

**20.35 CONTRACTOR Responsibilities When Tissue Samples are Not Collected at One of Its Facilities:**

When necessary, the CONTRACTOR will be responsible for contacting and making arrangements for another facility to collect the tissue samples. The CONTRACTOR has the obligation to ensure that all persons which it authorizes to collect specimens are qualified to do so. The CONTRACTOR will provide the necessary instructions for collecting tissue samples, handling genetic samples, and for establishing the proper identification of the mother and putative father whose tissue is collected. The CONTRACTOR will be responsible for providing all appropriate supplies such as test tubes, shipping, etc.

The CONTRACTOR will provide, at no cost to the DIVISION, a courier service to pick up genetic samples at the location where the samples have been drawn and to transport

them to the laboratory where the paternity tests are to be performed. In this situation the Chain of Custody is defined as: “The CONTRACTOR being able to verify who was in possession of the tissue samples from the time of paternity specimen collection through the actual genetic testing process.” The CONTRACTOR must ensure that there is a reliable chain of custody and be able to furnish witnesses to confirm this chain of custody when necessary.

**20.40 The CONTRACTOR Must Provide Sites for Obtaining Specimens Throughout the State of Delaware.**

Bids must be submitted for the entire State of Delaware and only one Contract will be made on a statewide basis. The CONTRACTOR must provide the necessary qualified staff and supplies for the purpose of conducting paternity tests on individuals at sites operated by it in New Castle, Kent, and Sussex counties. In addition the State intends to develop alternative collections site which may include the Courthouse’s in each county. The location of each site must be mutually agreed upon by the DIVISION, Family Court, and the CONTRACTOR. Specimen draw dates and times will be set at the convenience of the DIVISION and the CONTRACTOR must have staff available to travel to any other drawing sites designated by the DIVISION. Upon coordination by the DIVISION with the Delaware Department of Corrections, the CONTRACTOR should have qualified staff available to travel to various State correctional institutions to perform paternity testing on incarcerated individuals. The CONTRACTOR must have the ability to efficiently conduct and monitor genetic tests on an interstate basis.

The CONTRACTOR shall provide specimen drawing dates that are no later than two (2) weeks after the date of request, unless otherwise instructed. Family Court or an Administrative Order will sometimes order genetic testing to be performed on an expedited basis, as one or the other litigants is about to leave the State’s jurisdiction. The CONTRACTOR must ensure that there are local facilities available for the immediate collection of one or both of the litigants’ genetic specimens.

In the event that the CONTRACTOR will be unable to adequately perform the necessary paternity testing by a required date, the DIVISION will have the option of utilizing another laboratory or hospital in order to meet a Family Court deadline. The DIVISION will not be bound to use the CONTRACTOR if Family Court, on a case-by-case basis, orders the parties to have their paternity testing performed at a specified laboratory or hospital. The CONTRACTOR must promptly notify the DIVISION when one or both parties fail to appear at a genetic testing appointment. The State of Delaware must be indemnified and held harmless by the CONTRACTOR from any injury arising out of the Contractor negligent performance or nonperformance under this contract this Contract.

**20.45 Report of Test Results**

All bidders must submit a sample genetic testing report for DIVISION review. Each report of paternity test results by the CONTRACTOR **must** include the following:

1. The date of collection and the date of test performance;
2. The civil action number assigned the case by Family Court;
3. The DIVISION case number;

4. The names of all individuals tested on the case;
5. The relationship of the individuals tested to the child;
6. The laboratory designated racial origin of the mother and alleged father for calculation purposes;
7. The phenotypes established for each individual in each genetic system examined;
8. An explanation regarding the nature of the problem shall be given if the results were inconclusive;
9. The signature of a Laboratory Director;
10. A statement of whether or not the alleged father can be excluded;
11. Verification of the chain of custody of the tissue specimen in order to ensure its admissibility if a trial or other Court or administrative proceeding becomes necessary, and
12. The results of each genetic test certified under notary seal.

If an opinion of non-paternity is rendered, then the report should state the basis of this opinion. However, if the report finds that the alleged father cannot be excluded, then the report shall include:

1. The individual paternity index for each genetic system report;
2. The cumulative paternity index;
3. A percentage probability of paternity, and
4. The prior probabilities used to calculate the probability of paternity.

If other calculations are used, they should be explained and defined.

Preference will be given to bidders who offer online case inquiry, result reporting and scheduling capability.

#### **20.50 Testing Standards**

Paternity tests must provide for appropriate controls for the type of test which is being performed. DNA testing shall conform to the standards of the American Association of Blood Banks (AABB) and relevant ASHI standards and must be performed on **every case**.

#### **20.55 Expert Witnesses to be Furnished by the CONTRACTOR.**

The CONTRACTOR will be required to provide an expert witness for Family Court hearings or administrative proceedings when necessary upon one week's notice by the DIVISION. These witnesses must be able to qualify as an expert in their field. The CONTRACTOR'S representative must be a medical doctor (M.D.) or a doctor of philosophy (Ph.D) in order to qualify as an expert witness, and all proposals should contain curriculum vitae for the expert witnesses who the successful bidder currently utilizes. The CONTRACTOR'S fees, if any, for expert and other witnesses to appear in court must be stated on an hourly and daily rate in the Business/Cost Proposal. It must be

specified in the proposal if these amounts vary according to the occupation of the extra witness and also whether travel expenses are separate from the expert witness billing rates. At no extra cost, the CONTRACTOR must have expert witnesses readily available for telephone depositions when requested by either the DIVISION or Family Court. In addition, the CONTRACTOR must provide expert witness answers to written interrogatories, in the manner and time period specified, upon request of either the DIVISION, a testing party, or Family Court without charge.

#### **20.60 Paternity Testing Lawsuits.**

All bidders are to submit a brief summary of any lawsuits regarding paternity testing that their company presently is involved or has been involved in resulting in an adverse judgement, if applicable. The selected bidder will be required to provide all records of any lawsuits pertaining to paternity testing in which it has been named as a defendant, upon request by the DIVISION, prior to the award of a contract. Failure to disclose the required information will result in the rejection of the bid. The successful bidder will have a continuing duty to promptly inform the DIVISION of any updated developments pertaining to Paternity Testing Lawsuits that have been filed, settled, or judicially decided in which it is a party.

## **Section 30**

### **Terms and Conditions**

#### **30.00 General**

The Contract between the DIVISION and the CONTRACTOR shall consist of: (1) the Model Contract, with modifications mutually agreed upon by the DIVISION and the CONTRACTOR; (2) the RFP and any addendum/addenda to the proposal including, but not limited to, questions/answers raised during the procurement process; and (3) the CONTRACTOR's proposal.

Modification of the Contract may be necessary from time to time to assure compliance with changes in applicable laws, official rules, and regulations, and/or judicial interpretations. No modification or change of any provision of the Contract shall be made or construed to have been made, unless such modification is mutually agreed to **in writing** by the CONTRACTOR and the DIVISION and which has been incorporated as a written amendment to the Contract.

#### **30.05 Funding Source**

This project is scheduled to be funded 66% by the Federal government and 34% by the State of Delaware under the current Federal Financial Participation ratio for this type of state child support enforcement functions and activities.

#### **30.10 Term of Contract**

The Contract will begin on or about January 1, 2009 after full execution of the Contract, and shall end on December 31, 2011. The contract may be amended, upon agreement of the parties for additional periods, not to exceed a contract total of 60 months.

#### **30.15 Confidentiality**

The use or disclosure of IV-D case information is closely regulated by Federal law, and the CONTRACTOR shall safeguard any client information that may be obtained during the course of this project. The CONTRACTOR shall safeguard any client information that may be obtained during the course of the project and will not use the information for any purpose other than the Contract may require. In accordance with the Social Security Act and applicable State laws, the CONTRACTOR shall not use or disclose any information concerning a recipient of paternity testing services under this Contract, except upon the **prior** written consent of the recipient, attorney for the recipient, or responsible parent or guardian.

#### **30.20 Subcontracts**

The CONTRACTOR is fully responsible for all work performed under the Contract. The CONTRACTOR may, with the consent of the DIVISION, enter into written subcontract(s) for performance of certain of its functions under the Contract. Subcontracts must be approved in writing by the DIVISION **prior** to the effective date of



any subcontract. No subcontract which the CONTRACTOR enters into with respect to performance under the Contract shall in any way relieve the CONTRACTOR of all its responsibility for the performance of its duties.

**30.25 Method of Payment**

The Contract type will be fixed unit price, based on a firm bid submitted in the successful bidder's proposal. All prices, terms, and conditions contained in the successful bidder's proposal shall remain fixed and valid for the duration of the Contract.

Payment will be made to the CONTRACTOR based on satisfactory completion of the scope of work specified in this RFP. The basis for payment is specified in Appendix A, Model Contract, Section III: Basis for Payment.

All costs of proposal preparation will be borne by the prospective provider.

**30.30 Funding Disclaimer Clause**

The DIVISION reserves the right to reject or accept any bid or portion thereof, as may be necessary to meet the DIVISION'S funding limitations and processing constraints. The DIVISION reserves the right to terminate any contractual agreement without prior notice in the event the DIVISION determines that State or Federal funds are no longer available to continue the Contract.

**30.35 Prohibition Against Contingent Fees Should be Clarified in Detail**

The firm offering professional services must state that it has/will not hire employees or retain any company person other than a bona fide employee working primarily for the firm offering the professional services, to solicit or secure this agreement and that it has **not** paid or **agreed to pay** any person, company, corporation, individual, or other than a bona fide employer of the awarded bidder, who is performing said services, any fee, gift, or other consideration resulting in the award of this agreement. Violation of this commitment by the CONTRACTOR allows the DIVISION the right to terminate the Contract award and reject the bidder's proposal without any liability whatsoever.

**30.40 Contract Termination Conditions**

The DIVISION may terminate the Contract resulting from this request at any time that the CONTRACTOR fails to carry out its provisions or to make substantial progress under the terms specified in this RFP and the resulting proposal issued by the Contractor.

The DIVISION shall provide the CONTRACTOR with thirty (30) days notice of conditions endangering performance. If after such notice the CONTRACTOR fails to remedy the conditions contained in the notice, the DIVISION shall issue the CONTRACTOR an order for it to stop work immediately and to deliver all work and work-in-progress to the DIVISION. The DIVISION shall be obligated only for those services that have been rendered and accepted by it prior to the date of notice of termination.

Upon receipt of not less than thirty (30) days written notice, the Contract may be terminated on a date prior to the end of the Contract period without cause or penalty to

either party. Notwithstanding any other provisions of this Contract, if funds anticipated for the continued fulfillment of this Contract are at anytime not appropriated, or if appropriated funds are made unavailable for use on this project, the DIVISION shall have the right to terminate this Contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funds. Unless otherwise agreed to, the Contract shall become null and void on the last day of the State fiscal year for which appropriations were received.

### **30.45 Reserved Rights**

Notwithstanding anything to the contrary, the DEPARTMENT and the DIVISION reserves the right to:

- Select for contract or for negotiations a proposal other than that with the lowest costs.
- Reject any and all proposals received in response to this RFP or make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all bidders during the review and negotiation period.
- Negotiate any aspect of the proposal with any bidder and negotiate with more than one bidder at the same time.
- If negotiations fail to result in an agreement within two weeks, terminate negotiations and select the next most responsive proposal, prepare and release a new RFP, or take such other action as the DIVISION and DEPARTMENT deem appropriate.

The successful bidder will be required to secure a State of Delaware Business License, unless it meets the Internal Revenue Service requirements for classification as a “non-profit organization.”

### **30.50 Investigation of CONTRACTOR’s Qualifications**

The State of Delaware may make such investigation as it deems necessary to determine the ability of the CONTRACTOR to furnish the required services, and the CONTRACTOR shall furnish to the State such data as it may request for this purpose. The State reserves the right to reject any offer if the evidence submitted by or investigation of such CONTRACTOR fails to satisfy the State that the CONTRACTOR is properly qualified to deliver the services required in this RFP.

### **30.55 Model Contract**

Appendix A of this RFP provides a copy of the Model Contract that shall be used by the DIVISION, subject to any changes which are mutually agreed upon by the DIVISION and the CONTRACTOR.

**30.60 Statistics**

1. On a monthly basis the selected CONTRACTOR must provide to the Delaware Division of Child Support Enforcement a county-by-county summary of genetic testing completed during the previous six months.

At a minimum the summary must include:

- (a) The number of paternity tests performed, and
  - (b) The number of alleged fathers who were excluded by testing.
2. The three counties and county seats, together with the anticipated **annual** three party case volume, at a minimum:

<u>County</u>	<u>County Seat</u>	<u>Volume</u>
New Castle	Wilmington	400
Kent	Dover	190
Sussex	Georgetown	260

**30.65 Invoicing Procedures**

Each CONTRACTOR invoice must specify:

1. All parties tested by name on each case, along with the respective amount billed;
2. The donor's name and social security number;
3. The Division's case number as well as the Civil Action number assigned by Family Court;
4. Whether the case is IV-D or Non IV-D;
5. The county office which requested the service;
6. The Contractor's log number;
7. The test date;
8. The unit billing rate, and
9. The total amount due on each invoice.

The Unit Rate Billing Method should be used in invoice preparation in accordance with the fixed genetic testing prices listed in the Contract. An invoice for all completed paternity testing should be submitted to the DIVISION each month on a timely basis. The client identity information will be provided to the CONTRACTOR by Family Court or the DIVISION at the time testing is requested.

**30.70 Cost and Terms**

The prospective CONTRACTOR will stipulate the following in their bid on this RFP:

1. The price per case for DNA testing. A paternity case is considered to consist of three (3) parties: the mother, child, and the alleged father;

2. The price for DNA testing for any additional participants in a disputed paternity case. For example, if two parties are alleged to be the father in a case, the extra cost for testing the second person should be indicated;
3. The cost, if any, of expert witnesses should their personal testimony be required. It is not anticipated that this testimony will be needed on a regular basis;
4. The cost, if any, for additional testing beyond DNA, if a satisfactory level of probability is not forthcoming;
5. The Contractor's agreement to charge only for the lower cost genetic test when that test excluded the putative father;
6. According to Federal regulations "the IV-D Agency in the initiating state must pay for the costs of genetic testing in actions to establish paternity". The CONTRACTOR must agree, when Delaware is the responding jurisdiction in an interstate paternity case, to perform the necessary genetic testing and bill the initiating jurisdiction directly, in conformance with this Federal regulation, and
7. In the event that the CONTRACTOR is also supplying paternity genetic testing services to a responding jurisdiction, when Delaware is the initiating jurisdiction, the CONTRACTOR must agree to perform the genetic testing services at the request of the responding jurisdiction and then present the Delaware Division of Child Support Enforcement with a bill for these services. Under no circumstances may the CONTRACTOR request payment prior to the performance of genetic testing services.

### **30.75 Renewal Clause**

If both parties agree, the Contract may be extended for up to a contract total of an 60 months. Appropriate negotiation of project cost increases will be reviewed by both parties upon extension agreement(s).

### **30.80 Insurance Requirements**

1. The CONTRACTOR will assume all risk of, and responsibility for, and agree to indemnify and hold harmless the State, its agents, servants, and employees from and against, any and all claims, demands, suits, actions, recoveries, judgements, and costs and expenses in connection with, made, brought, or obtained on account of loss of life, property, or damage connected with said work or performance or lack of performance of work required under the terms of a Contract resulting from this RFP.
2. The CONTRACTOR must have comprehensive general, medical, professional, and/or umbrella liability insurance in the amount of at least \$3,000,000 to cover all claims which may arise out of the CONTRACTOR's operations pursuant to the Contract terms and this coverage must be maintained by the CONTRACTOR throughout the timeframe of this Contract, as well as subsequent to Contract completion to cover any claims which might arise out of the contract, regardless of when the claim is made. Proof of liability insurance for loss, damage, or injury (including death) of third parties arising from acts and omissions on the part of the CONTRACTOR, its agents, and employees must be provided to the DEPARTMENT prior to the effective date of any Contract which may result from this RFP.

3. The CONTRACTOR will be responsible for maintaining unemployment compensation coverage and workers compensation insurance coverage in accordance with all applicable State and Federal laws. Proof of this coverage must be provided to the DEPARTMENT **prior** to the award of any contract which may result from this RFP.
4. Additional insurance requirements are described in Article I, Section B, of the attached Model Contract.

### **30.85 Miscellaneous Requirements**

1. The awarding of this Contract will take into account an assessment of all factors relevant to the interests of the State of Delaware in the performance of its responsibilities under Title IV-D of the Social Security Act.
2. The bidder may be required to meet with members of the DIVISION and Family Court before a Contract award is made. Acceptance of the bidder by Family Court is a pre-condition of a Contract award. Any expenses incurred by the bidder regarding such a meeting will be borne by the bidder.
3. This Contract is dependent upon the appropriation of the specific funds necessary therefore by the State and Federal governments.
4. The CONTRACTOR must promptly reimburse a payer when paternity tests are not performed, e.g., cash is paid by alleged father, but genetic tests are not run; or alleged father is excluded on DNA test and does not want further paternity testing.
5. The DEPARTMENT will retain ultimate decision-making authority required to ensure contracted services are provided.
6. Policy Decisions – The DEPARTMENT retains final authority for policy decisions.
7. The terms and conditions contained in this section constitute the basis for any contract resulting from this RFP. The DEPARTMENT will be solely responsible for rendering all decisions on matters involving interpretation of terms and conditions. All contracts shall be in conformity with, and shall be governed by, the applicable laws of the federal government and the State of Delaware.

## **Section 40 Procurement**

### **40.00 Background**

The procurement process will provide for the evaluation of proposals and selection of the winning proposal according to applicable State and Federal laws, rules and regulations. The procurement process shall be fair, impartial, honest, and conducted in accordance with the following standards:

- ◇ Bidders shall be accorded fair and equal treatment prior to the submission date specified in this RFP with respect to any opportunity for written clarification.
- ◇ The award shall be made to the responsible bidder whose proposal is determined in writing to be the most advantageous to the State taking into consideration the criteria set forth in the RFP. The Paternity Testing Contract file shall contain the basis on which the award has been made.

### **40.10 Timetable**

The procurement schedule is listed in Section 10.40 of this RFP. However, the DIVISION reserves the right to adjust this schedule in the best interests of the State.

### **40.20 Supplemental Information**

Amendments to proposals will not be accepted after the submission deadline for proposals has passed. The State reserves the right at any time to request clarifications and/or further technical information from any or all prospective providers submitting proposals.

### **40.30 Cost of Preparing Proposal**

All costs for developing and submitting their proposals are solely the responsibility of the bidders. The DIVISION will provide no reimbursement for any such costs.

### **40.40 Proposal Rules for Withdrawal**

A submitted proposal may be withdrawn by submitting a written request for its withdrawal to the DIVISION, signed by the bidder, within 72 hours after the proposal due date indicated in Section 10.40 of this RFP.

Otherwise once submitted a proposal shall remain valid for at least 150 days after the proposal due date.

### **40.50 Disposition of Proposals**

All proposals become the property of the State of Delaware and may be deemed to be public records subject to disclosure under the Delaware Freedom of Information Act, 29 Del. C Ch. 100. The State shall have the right to use all ideas, or adaptations of those ideas, contained in any proposal received in response to this RFP. Selection or rejection

of any proposal will not affect this right. The State reserves the right to reject all proposals and to not issue a Contract under this RFP.

#### **40.60 Proposal Submission Requirements**

Two (2) signed originals and five (5) copies of both the Technical Proposal and the Business/Cost Proposal **must** be submitted under sealed cover. The Technical Proposal and the Business/Cost Proposal must be provided in **separate** sealed envelopes, and must be clearly marked (refer to Section 50.). They must be received by the DEPARTMENT on or before the time and date specified in Section 10.40 of this RFP. Proposals delivered by U.S. Postal Service or commercial carrier must be received **prior** to that deadline. Neither the DIVISION nor the DEPARTMENT can waive or excuse late receipt of a proposal which is delayed for any reason. Any proposal received after this deadline will be automatically disqualified and returned unopened to the bidder.

Proposals must be delivered to:

SANDRA SKELLEY, PROCUREMENT ADMINISTRATOR  
Delaware Health and Social Services  
Division of Management Services  
Procurement Branch  
Administrative Building-2nd Floor Main Bldg.  
Delaware Health and Social Services Campus  
1901 N. DuPont Highway  
New Castle, Delaware 19720

Any amendments to a proposal as originally submitted, not required by the DIVISION, must comply with the requirements of this section, and must be received on or before the due date as previously specified.

#### **40.70 Bid Opening**

Bids will be publicly opened at the Procurement Branch, Administration Building, 2nd Floor Main Bldg., on November 17, 2008 at 11:00 a.m.

#### **40.80 Notice of Contract Award**

A written notice of Contract award will be sent to all bidders.

#### **40.90 Contract Provisions**

The successful bidder will enter into a Contract with the State of Delaware to perform Paternity Testing. The provisions of this Contract are shown in Appendix A. Bidders **must** note any exceptions to these Contract terms in their respective Transmittal Letters.

The **order of precedence** among the contract components shall be, first, the contract for professional services, second, the RFP (PSC 837#573) and any amendments to it; third, the contractor's proposal, including any clarifications requested and incorporated therein by the State of Delaware.

In the event of any conflict between the terms and provisions of the Delaware Contract resulting from this RFP and other documents executed preliminary to construction of the contract, the terms and provisions of the contract shall prevail over conflicting terms and provisions in other documents.



## **Section 50**

### **Proposal Format and Content**

#### **50.00 Introduction**

The proposal shall be bound, labeled, and include the following parts:

- Volume I Transmittal Letter
- Volume II Technical Proposal/Plan for Contract Execution
- Volume III Business/Cost Proposal

Each part will be clearly marked and provided in **separate** sealed envelopes, with the bidder's name and address clearly denoted on the outside of each envelope.

#### **50.10 Transmittal Letter**

This should be in the form of a standard business letter signed by an individual authorized to legally bind the bidder, and clearly labeled “**Volume I: Transmittal Letter.**” It should include, **at a minimum**:

A statement indicating that the bidder is a corporation or other legal entity and satisfies all licensing requirements of the State of Delaware and Federal law.

A statement that no attempt has been made or will be made by the bidder to induce any other person or firm to submit a proposal.

A statement that the services proposed will satisfy all of the requirements established in the RFP.

A statement of affirmative action that the bidder does not discriminate in its employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or handicap.

A statement that the bidder certifies as to its own organization that: (a) the prices proposed have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor, and (b) unless otherwise required by law, the prices quoted have not been knowingly disclosed by the bidder prior to award, directly or indirectly, to any other bidder or competitor.

A statement that stipulates bid terms will remain in effect for at least 150 days.

A statement that the bidder will comply with all terms and conditions as indicated in Section 30 of this RFP and in the Model Contract (included as Appendix A) of this RFP, except as to modifications mutually agreed upon by the CONTRACTOR and the DIVISION.

A statement of the bidder's Federal Employer Identification Number.

A statement indicating the extent of work required under the terms of the RFP to be performed by the bidder, or by any subcontractor anticipated and included by the bidder in its proposal.

A statement that price and cost data are not contained in any portion of the bid other than in the Business/Cost Proposal section.

A statement that the bidder has the capability to provide the services requested within this RFP.

**NOTE:** The bidder should attach to the Transmittal Letter the following signed documents: (1) CONTRACTOR Certification Statement and (2) CONTRACTOR Non-Collusion Statement. These forms are attached to the RFP as Appendices B and E respectively.

## **50.20 Technical Proposal**

All bidders must prepare and submit a comprehensive Technical Proposal that should be marked as: “**Volume II: Technical Proposal**”. It should include a detailed description of the bidder’s approach to performing the services required by Section 20 of this RFP. The following general format must be used for the Technical Proposal:

- A. Executive Summary.
- B. CONTRACTOR Background and Experience.
- C. CONTRACTOR Qualifications and Staffing Plan.
- D. Work Plan.

The Technical Proposal must **not** contain any reference to price.

### **A. Executive Summary**

This section should provide a concise summary of the Technical Proposal in such a way as to provide the Evaluation Committee with a broad understanding of the bidder’s proposal relative to the intent and requirements of the RFP.

### **B. CONTRACTOR Background and Experience**

1. Each bidder shall submit a summary of their experience that should include the firm’s general background, areas of expertise, and a description of other paternity testing programs which it has conducted. If the bidder is a division or subsidiary of another organization, the bidder must provide: the name of the parent organization, its address, the incorporation/organization date, and the name of its President/Chief Executive Officer.
2. The bidder should list at least three (3) references in the public sector for whom it has performed similar services. Each reference should include the name, address, phone

number, contact person, dates of service, and a detailed description of the projects completed, including the specific nature of the services provided. To facilitate reference checks, bidders should list relevant prior projects in an appendix, with current contact information provided for references.

C. CONTRACTOR Qualifications and Staffing Plan

1. Bidders should identify how their organization meets the Licensing and Certification Requirement which is set forth in Section 20.10 of this RFP. A copy of the appropriate documentation should be enclosed with the Technical Proposal. Bidders are invited to list and describe any other professional accreditation relevant to genetic testing.
2. Bidders should submit an organization chart reflective of their main headquarters. Each bidder must submit resumes for the proposed Laboratory Director, Project Manager, the expert witness(es), and any other key personnel. At a minimum, these resumes must include the individual's present job title, date of employment, and a job description which includes their responsibilities planned for this project.

D. CONTRACTOR Work Plan

1. The CONTRACTOR must submit a comprehensive Work Plan for the overall design of a Paternity Genetic Testing Program which would effectively undertake and manage the following functions:
  - (a) The proper identification of the persons that Family Court or the Division of Child Support Enforcement directs to be tested as well as that of those individuals participating in the Voluntary Paternity Acknowledgement Program;
  - (b) The collection of tissue samples;
  - (c) The processing of tissue samples in the premises where they are collected, or supervising the transportation of tissue samples to a laboratory;
  - (d) The scientific interpretation of tissue samples, and
  - (e) The reporting of paternity test findings and conclusions.
2. The Work Plan should also include:
  - (a) A description of how the CONTRACTOR will, if a satisfactory level of probability of paternity to a confidence level of 99% or greater is not forthcoming, routinely perform other paternity tests and the nature of those tests;
  - (b) The expected response time for scheduling appointments for drawing specimens, by county, if there will be a difference in response time;
  - (c) The expected response time for the submission of the certified test results on a consistent basis;
  - (d) A copy of the form to be used in reporting genetic test results, and
  - (e) Details on how interstate cases will be processed, including the response time for obtaining tissue samples and submitting the certified results in those cases.
  - (f) The name and scope of work of any subcontractor which the bidder plans to utilize.

3. The Work Plan should clearly denote any interpretations, qualifications, limitations, deviations, and/or exceptions to the scope of work specified in this RFP. The offeror should also indicate any planned services that exceed the requirements of this RFP.
4. The name, location, and description of the laboratory or laboratories where the bidder will be analyzing genetic samples for paternity determination.

#### **50.30 Business/Cost Proposal**

Each bidder must prepare and submit a complete and comprehensive Business Proposal which should be marked as: **“Volume III: Business/Cost Proposal”**. It should refer to the requirements in Section 30.70 of this RFP and include the following:

1. Fixed test price(s) on a per case basis that will cover the cost per person (mother, child, putative party, additional participants) for DNA testing.
2. Confirmation by the bidder that it will perform the testing necessary to try to achieve at least 99% probability of paternity.
3. A statement of any fees involving Expert Witnesses or any other costs that the bidder would charge for in addition to its unit test price.
4. Included with the Business/Cost Proposal must be the bidder's most recent audited (or auditor reviewed) financial statements. The financial statements must include a balance sheet and a income statement that have been prepared by an independent Certified Public Accountant (CPA).

## **Section 60**

### **Proposal Evaluation**

#### **60.00 Method of Evaluation**

The DIVISION will conduct a comprehensive, fair, and impartial evaluation of all proposals received in response to this RFP that complied with the due dates specified in Section 10.40 of this RFP.

The Evaluation Criteria will be grouped into the following three separate categories:

Category 1: Mandatory Requirements

Category 2: Technical Proposal/Plan for Contract Execution

Category 3: Business/Cost Proposal

Each of these categories will be discussed further in this section.

Selection of the successful bidder will be based on the proposal that is determined to be in the best interest of the DIVISION taking into consideration all of the criteria set forth in this RFP.

The DIVISION reserves the right to reject any or all proposals received, or to cancel this RFP, regardless of evaluation, if it is determined to be in the best interest of the DIVISION.

#### **60.10 Evaluation Organization**

The Evaluation Panel will consist of a Technical Review Committee and a Business/Cost Review Committee.

Bids will be reviewed and scored by the Evaluation Criteria described herein.

#### **60.20 Mandatory Requirements**

Each proposal will be reviewed for responsiveness to the mandatory requirements set forth in the RFP. This will be a yes/no evaluation and proposals that fail to satisfy **all** of the criteria of this category may not be considered further for the award of a Contract. Specific criteria for this category are as follows:

- (1) Two (2) originals and five (5) copies each of the Technical Proposal and the Business/Cost Proposal;
- (2) A Transmittal Letter and three (3) copies signed by an officer of the bidder, or an authorized designee, which includes **all** of the Mandatory Requirements listed in Section 50.10 of this RFP;
- (3) Two (2) signed originals and ten (10) copies of an Executive Summary provided with the Technical Proposal;

- (4) Three (3) copies of recent audited or auditor reviewed financial statements prepared by an independent CPA;
- (5) Acceptance of the terms and conditions of the RFP and Model Contract, with any exceptions specifically noted;
- (6) Stipulation that bid terms will remain in effect for at least 150 days;
- (7) Signed CONTRACTOR Certification Statement (Appendix B);
- (8) Signed CONTRACTOR Non-Collusion Statement (Appendix E);
- (9) Signed Bidders Signature Form (Appendix F);
- (10) Signed Statement of Compliance Form (Appendix G), and
- (11) Documentation which demonstrates that the bidder meets the Professional Licensing and Certification requirements set forth in Section 20.10 of this RFP.

The State of Delaware reserves the right to reject proposals not meeting these mandatory conditions without any further consideration.

#### **60.30 Evaluation Process**

All proposals will be evaluated based on the Evaluation Criteria in RFP Sections 60.50 and 60.60.

The DIVISION Evaluation Committee will be the sole determiner of the evaluation points to be assigned. The determination whether any proposal by a CONTRACTOR does or does not conform to the conditions and specifications of this RFP is the responsibility of the respective DIVISION Evaluation Committees and the Delaware Division of Child Support Enforcement.

#### **60.40 Method of Evaluation**

Each proposal will be checked to insure that all Mandatory Requirements have been met. All proposals **not** meeting one or more of the mandatory requirements may be rejected and not receive any further consideration.

If subcontractors are to be used, the CONTRACTOR must provide for each subcontractor all information required of the CONTRACTOR, in order that the DIVISION may evaluate the subcontractor(s) as well as the CONTRACTOR according to the Evaluation Criteria set forth in the following two sections.

#### **60.50 Technical Proposal Evaluation Criteria**

There are four (4) Technical Proposal Evaluation Criteria on which a maximum of 70 points may be awarded to a bidder by the Technical Proposal Evaluation Committee.

**Background and Experience (15 points):** The Contractor's background and experience will be judged on, but not limited to, factors including: (1) the length, depth, and applicability of all prior parentage determination services in the public and private sectors; (2) experience working with Child Support Enforcement agencies and courts, and (3) references provided. Quality of past work will be judged primarily on the basis of reference checks made to contact the bidder's customers on previous related projects.

1. **Qualifications and Staffing Plan (20 points):** The proposed staffing plan will be judged in part based on the qualifications and experience of the bidder's personnel. Particular emphasis will be placed on the expertise and experience of the Laboratory Director, Project Manager and the individual designated as the "expert witness". Weight will also be given to the overall adequacy of the staffing plan relative to total project requirements.
2. **Adequacy of Work Plan (20 points):** The work plan for performance of the Contract will be judged on the bidder's overall design of the project in response to achieving the objectives as defined in this RFP, relative to the bidder's resources that would be available.
3. **Understanding of Requirements and Scope of Service (25 points):** Consideration in the evaluation will be given on how well the proposal reflects an understanding of the scope and services required by the Division of Child Support Enforcement and Family Court as described in Section 20 and other sections of this RFP. Consideration will also be given for innovative suggestions and recommendations in proposals that would accrue to the genetic testing process should the bidder be selected.

Upon completion of the Technical Proposal evaluations, the Technical Evaluation Committee will determine which bidders are technically qualified to conduct paternity testing in accordance with the requirements set forth in this RFP. Bidders deemed to lack the necessary technical qualifications will **not** be evaluated by the Business/Cost Proposal Evaluation Committee.

#### **60.60 Business/Cost Proposal Evaluation Criteria( 20 points)**

1. The Business/Cost Proposal Review committee will analyze the financial statements submitted by bidders in order to assess the fiscal strength and stability of each organization.
2. The Business/Cost Proposal will be evaluated based on the quoted paternity testing fees, on a per case basis. Bidders must include all fees that may be added on to any basic per case charge, including but not limited to fees for additional testing, additional tissue draws, and expert witness testimony.

3. The State of Delaware reserves the right to reject as technically unqualified proposals that are priced unrealistically low if, in the judgment of the Business/Cost Proposal Evaluation Committee, a lack of sufficient budgeted resources would jeopardize the successful completion of the project. In addition, the State of Delaware reserves the right to request that bidders provide assurances (backed by supporting financial information) that they have sufficient financial resources to complete the project successfully, and to reject proposals from bidders unable to provide satisfactory assurances of adequate financial capacity.

#### **60.70 Ranking of Proposals**

The individual scores of each evaluator will be averaged to determine a final Technical score and a final Business/Cost score. Technical and Business/Cost scores will be combined to determine each proposal's total score.

The DEPARTMENT Evaluation Committee will be the sole determiner of the evaluation points to be assigned. The determination whether any proposal by a bidder does or does not conform to the conditions and specifications of this RFP is the responsibility of the Department's Evaluation Panel and the Delaware Division of Child Support Enforcement.

The DEPARTMENT Evaluation Committee shall make recommendations regarding the contract award to the DCSE Director who shall have final authority, subject to the provisions of this RFP and Title 29 Del C § 6982, to recommend award of a contract to the successful firm by Cabinet Secretary in the best interest of the State of Delaware.



## Appendix A

# CONTRACT

### A) Introduction

1. This contract is entered into between the Delaware Department of Health and Social Services (the Department), Division of \_\_\_\_\_ (Division) and \_\_\_\_\_ (the Contractor).
2. The Contract shall commence on \_\_\_\_\_ and terminate on \_\_\_\_\_ unless specifically extended by an amendment, signed by all parties to the Contract. Time is of the essence. (Effective contract start date is subject to the provisions of Paragraph C 1 of this Agreement.)

### B) Administrative Requirements

1. Contractor recognizes that it is operating as an independent Contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the Contractor's negligent performance under this Contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the Contractor in their negligent performance under this Contract.
2. The Contractor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this Contract. The Contractor is an independent contractor and is not an employee of the State.
3. During the term of this Contract, the Contractor shall, at its own expense, carry insurance with minimum coverage limits as follows:

	a) Comprehensive General Liability	\$1,000,000
and	b) Medical/Professional Liability	\$1,000,000/ \$3,000,000
or	c) Misc. Errors and Omissions	\$1,000,000/\$3,000,000
or	d) Product Liability	\$1,000,000/\$3,000,000

All contractors must carry (a) and at least one of (b), (c), or (d), depending on the type of service or product being delivered.

If the contractual service requires the transportation of Departmental clients or staff, the contractor shall, in addition to the above coverage, secure at its own expense the following coverage:

e) Automotive Liability (Bodily Injury)	\$100,000/\$300,000
f) Automotive Property Damage (to others)	\$ 25,000

4. Notwithstanding the information contained above, the Contractor shall indemnify and hold harmless the State of Delaware, the Department and the Division from contingent liability to others for damages because of bodily injury, including death, that may result from the Contractor's negligent

performance under this Contract, and any other liability for damages for which the Contractor is required to indemnify the State, the Department and the Division under any provision of this Contract.

5. The policies required under Paragraph B3 must be written to include Comprehensive General Liability coverage, including Bodily Injury and Property damage insurance to protect against claims arising from the performance of the Contractor and the contractor's subcontractors under this Contract and Medical/Professional Liability coverage when applicable.
6. The Contractor shall provide a Certificate of Insurance as proof that the Contractor has the required insurance. The certificate shall identify the Department and the Division as the "Certificate Holder" and shall be valid for the contract's period of performance as detailed in Paragraph A 2.
7. The Contractor acknowledges and accepts full responsibility for securing and maintaining all licenses and permits, including the Delaware business license, as applicable and required by law, to engage in business and provide the goods and/or services to be acquired under the terms of this Contract. The Contractor acknowledges and is aware that Delaware law provides for significant penalties associated with the conduct of business without the appropriate license.
8. The Contractor agrees to comply with all State and Federal licensing standards and all other applicable standards as required providing services under this Contract, to assure the quality of services provided under this Contract. The Contractor shall immediately notify the Department in writing of any change in the status of any accreditations, licenses or certifications in any jurisdiction in which they provide services or conduct business. If this change in status regards the fact that its accreditation, licensure, or certification is suspended, revoked, or otherwise impaired in any jurisdiction, the Contractor understands that such action may be grounds for termination of the Contract.
9. Contractor agrees to comply with all the terms, requirements and provisions of the Civil Rights Act of 1964, the Rehabilitation Act of 1973 and any other federal, state, local or any other anti discriminatory act, law, statute, regulation or policy along with all amendments and revision of these laws, in the performance of this Contract and will not discriminate against any applicant or employee or service recipient because of race, creed, religion, age, sex, color, national or ethnic origin, disability or any other unlawful discriminatory basis or criteria.
10. The Contractor agrees to provide to the Divisional Contract Manager, on an annual basis, if requested, information regarding its client population served under this Contract by race, color, national origin or disability.
11. This Contract may be terminated in whole or part:
  - a) by the Department upon five (5) calendar days written notice for cause or documented unsatisfactory performance,
  - b) by the Department upon fifteen (15) calendar days written notice of the loss of funding or reduction of funding for the stated Contractor services as described in Appendix B,
  - c) by either party without cause upon thirty (30) calendar day's written notice to the other Party, unless a longer period is specified in Appendix A.

In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, models, maps, photographs, and reports or other material prepared by Contractor under this contract shall, at the option of the Department, become the property of the Department.

In the event of termination, the Contractor, upon receiving the termination notice, shall immediately cease work and refrain from purchasing contract related items unless otherwise instructed by the Department.

The Contractor shall be entitled to receive reasonable compensation as determined by the Department in its sole discretion for any satisfactory work completed on such documents and other materials that are usable to the Department. Whether such work is satisfactory and usable is determined by the Department in its sole discretion.

Should the Contractor cease conducting business, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets, or shall avail itself of, or become subject to any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors, then at the option of the Department, this Contract shall terminate and be of no further force and effect. Contractor shall notify the Department immediately of such events.

12. Any notice required or permitted under this Contract shall be effective upon receipt and may be hand delivered with receipt requested or by registered or certified mail with return receipt requested. Either Party may change its address for notices and official formal correspondence upon five (5) days written notice to the other.
13. In the event of amendments to current Federal or State laws which nullify any term(s) or provision(s) of this Contract, the remainder of the Contract will remain unaffected.
14. This Contract shall not be altered, changed, modified or amended except by written consent of all Parties to the Contract.
15. The Contractor shall not enter into any subcontract for any portion of the services covered by this Contract without obtaining prior written approval of the Department. Any such subcontract shall be subject to all the conditions and provisions of this Contract. The approval requirements of this paragraph do not extend to the purchase of articles, supplies, equipment, rentals, leases and other day-to-day operational expenses in support of staff or facilities providing the services covered by this Contract.
16. This entire Contract between the Contractor and the Department is composed of these several pages and the attached:

Appendix A - Divisional Requirements

Appendix B - Services Description

Appendix C - Contract Budget

Appendix D Contractor Proposal

17. This Contract shall be interpreted and any disputes resolved according to the Laws of the State of Delaware. Except as may be otherwise provided in this contract, all claims, counterclaims, disputes

and other matters in question between the Department and Contractor arising out of or relating to this Contract or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Delaware.

18. In the event Contractor is successful in an action under the antitrust laws of the United States and/or the State of Delaware against a vendor, supplier, subcontractor, or other party who provides particular goods or services to the Contractor that impact the budget for this Contract, Contractor agrees to reimburse the State of Delaware, Department of Health and Social Services for the pro-rata portion of the damages awarded that are attributable to the goods or services used by the Contractor to fulfill the requirements of this Contract. In the event Contractor refuses or neglects after reasonable written notice by the Department to bring such antitrust action, Contractor shall be deemed to have assigned such action to the Department.
19. Contractor covenants that it presently has no interest and shall not acquire any interests, direct or indirect, that would conflict in any manner or degree with the performance of this Contract. Contractor further covenants that in the performance of this contract, it shall not employ any person having such interest.
20. Contractor covenants that it has not employed or retained any company or person who is working primarily for the Contractor, to solicit or secure this agreement, by improperly influencing the Department or any of its employees in any professional procurement process; and, the Contractor has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working primarily for the Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this agreement. For the violation of this provision, the Department shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.
21. The Department shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Contract. Contractor shall have no right to copyright any material produced in whole or in part under this Contract. Upon the request of the Department, the Contractor shall execute additional documents as are required to assure the transfer of such copyrights to the Department.

If the use of any services or deliverables is prohibited by court action based on a U.S. patent or copyright infringement claim, Contractor shall, at its own expense, buy for the Department the right to continue using the services or deliverables or modify or replace the product with no material loss in use, at the option of the Department.
22. Contractor agrees that no information obtained pursuant to this Contract may be released in any form except in compliance with applicable laws and policies on the confidentiality of information and except as necessary for the proper discharge of the Contractor's obligations under this Contract.
23. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract unless stated to be such in writing, signed by authorized representatives of all parties and attached to the original Contract.

24. If the amount of this contract listed in Paragraph C2 is over \$100,000, the Contractor, by their signature in Section E, is representing that the Firm and/or its Principals, along with its subcontractors and assignees under this agreement, are not currently subject to either suspension or debarment from Procurement and Non-Procurement activities by the Federal Government.

C) Financial Requirements

1. The rights and obligations of each Party to this Contract are not effective and no Party is bound by the terms of this contract unless, and until, a validly executed Purchase Order is approved by the Secretary of Finance and received by Contractor, *if required by the State of Delaware Budget and Accounting Manual*, and all policies and procedures of the Department of Finance have been met. The obligations of the Department under this Contract are expressly limited to the amount of any approved Purchase Order. The State will not be liable for expenditures made or services delivered prior to Contractor's receipt of the Purchase Order.
2. Total payments under this Contract shall not exceed \$ \_\_\_\_\_ in accordance with the budget presented in Appendix C. Payment will be made upon receipt of an itemized invoice from the Contractor in accordance with the payment schedule, if any. The contractor or vendor must accept full payment by procurement (credit) card and or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions. Contractor is responsible for costs incurred in excess of the total cost of this Contract and the Department is not responsible for such costs.
3. The Contractor is solely responsible for the payment of all amounts due to all subcontractors and suppliers of goods, materials or services which may have been acquired by or provided to the Contractor in the performance of this contract. The Department is not responsible for the payment of such subcontractors or suppliers.
4. The Contractor shall not assign the Contract or any portion thereof without prior written approval of the Department and subject to such conditions and revisions as the Department may deem necessary. No such approval by the Department of any assignment shall be deemed to provide for the incurrence of any obligations of the Department in addition to the total agreed upon price of the Contract.
5. Contractor shall maintain books, records, documents and other evidence directly pertinent to performance under this Contract in accordance with generally accepted accounting principles and practices. Contractor shall also maintain the financial information and data used by Contractor in the preparation of support of its bid or proposal. Contractor shall retain this information for a period of five (5) years from the date services were rendered by the Contractor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Department shall have access to such books, records, documents, and other evidence for the purpose of inspection, auditing, and copying during normal business hours of the Contractor after giving reasonable notice. Contractor will provide facilities for such access and inspection.
6. The Contractor agrees that any submission by or on behalf of the Contractor of any claim for payment by the Department shall constitute certification by the Contractor that the services or items for which payment is claimed were actually rendered by the Contractor or its agents, and that all information submitted in support of the claims is true, accurate, and complete.
7. The cost of any Contract audit disallowances resulting from the examination of the Contractor's financial records will be borne by the Contractor. Reimbursement to the Department for

disallowances shall be drawn from the Contractor's own resources and not charged to Contract costs or cost pools indirectly charging Contract costs.

8. When the Department desires any addition or deletion to the deliverables or a change in the services to be provided under this Contract, it shall so notify the Contractor. The Department will develop a Contract Amendment authorizing said change. The Amendment shall state whether the change shall cause an alteration in the price or time required by the Contractor for any aspect of its performance under the Contract. Pricing of changes shall be consistent with those prices or costs established within this Contract. Such amendment shall not be effective until executed by all Parties pursuant to Paragraph B 14.

D) Miscellaneous Requirements

1. *If applicable*, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 46, (PM # 46, effective 5/23/97), and divisional procedures regarding the reporting and investigation of suspected abuse, neglect, mistreatment, misappropriation of property and significant injury of residents/clients receiving services. The policy and procedures are included as Appendix \_\_\_\_\_ to this Contract. It is understood that adherence to this policy includes the development of appropriate procedures to implement the policy and ensuring staff receive appropriate training on the policy requirements. The Contractor's procedures must include the position(s) responsible for the PM46 process in the provider agency. Documentation of staff training on PM46 must be maintained by the Contractor.
2. The Contractor, including its parent company and its subsidiaries, and any subcontractor, including its parent company and subsidiaries, agree to comply with the provisions of 29 Del. Code, Chapter 58: "Laws Regulating the Conduct of Officers and Employees of the State," and in particular with Section 5805 (d): "Post Employment Restrictions."
3. *When required by Law*, Contractor shall conduct child abuse and adult abuse registry checks and obtain service letters in accordance with 19 Del. Code Section 708; and 11 Del. Code, Sections 8563 and 8564. Contractor shall not employ individuals with adverse registry findings in the performance of this contract.

E) Authorized Signatures:

For the Contractor:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

For the Department:

\_\_\_\_\_  
Vincent P. Meconi  
Secretary

\_\_\_\_\_  
Date

For the Division:

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Charles E. Hayward  
Director

---

Date

**Paternity Genetic Testing Laboratory Services  
Between DHSS/DCSE and \_\_\_\_\_**

**Appendix A:  
Divisional Requirements**

The following Contract terms and conditions are required by the Division of Child Support Enforcement in addition to those stated in the main body (DEPARTMENTAL boilerplate) of this Contract.

**1. Contract Content and Precedence**

- (a) This entire Contract between Delaware Health and Social Services (the “DEPARTMENT”), Division of Child Support Enforcement (the “DIVISION”), and \_\_\_\_\_ (the “CONTRACTOR”), is composed of the main body Contract boilerplate pages 1 - 8 and Contract Appendices A – E.
- (b) The CONTRACTOR shall perform all duties and meet all obligations specified in this Contract, in accordance with the CONTRACTOR’S proposal incorporated as Appendix E in providing paternity genetic testing laboratory services.
- (c) In the event of any conflict between the terms and provisions of this Contract, the terms and provisions of this Contract shall prevail over conflicting terms and provisions in any earlier documents, in their original form or as amended. Moreover, in the event of any conflict between this Contract and Appendix E, the terms and conditions in this Contract shall have precedence unless otherwise exceptionally modified by the DEPARTMENT.
- (d) If any part of this Contract shall be adjudged by any court of competent jurisdiction to be invalid, such judgment will not affect or nullify the remainder of this Contract but the effect thereof will be confined to the part immediately involved.
- (e) The section headings used herein are for reference and convenience only and shall not enter into the interpretation here.

**2. Procedure for Amendment**

- (a) This Contract shall not be altered, changed, modified, or amended except by written consent duly executed by authorized officials of all parties to the Contract. No alteration or variation of the terms and provisions of this Contract shall be valid unless made in writing and signed by all parties. Each amendment shall specify the date on which its provisions shall become effective.
- (b) All Contract modifications or amendments affecting the scope, cost, or time frame of the Contract require prior approval of the DEPARTMENT.

**3. Resolution of Disputes**

Any dispute, which, in the judgment of a party of this Contract, may materially affect the performance of such party shall be reduced to writing and delivered to the other party. The parties shall promptly meet face to face to negotiate in good faith and use every reasonable effort to resolve such difficulty in a mutually satisfactory manner.

**4. Power and Authority of Signing Parties**



Each signatory warrants by their signature that they have full power and authority to enter into this Contract on behalf of the party for which they sign, and that the signatory has been properly authorized and empowered to enter into this Contract. Each party further acknowledges by their signature that they have read this Contract, understand it, and agree to be bound by it.

**5. Qualifications to do Business**

The CONTRACTOR shall, no later than thirty (30) days after the date of Contract award, provide written assurance to the DIVISION, that the CONTRACTOR is qualified to do business in Delaware and is not prohibited by its articles of incorporation, bylaws, or the law under which it is incorporated from performing the services required under this Contract. Along with this letter, the CONTRACTOR should provide the DIVISION with a copy of the CONTRACTOR'S State of Delaware Business License as well as a current Certificate of Insurance.

**6. Payment of Taxes**

As a condition of this Contract, the CONTRACTOR shall pay all federal, State, and local taxes incurred by the CONTRACTOR and shall require their payment by any subcontractor or any other person that it retains in the performance of this Contract. Satisfactory performance of this paragraph is a condition precedent for any payment to CONTRACTOR by the DEPARTMENT under this Contract.

**7. Covenant Against Contingent Fees**

The CONTRACTOR warrants that no person or agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, contingent fee, or brokerage fee except employees or agencies maintained by the CONTRACTOR for the purpose of securing business. If this warrant is discovered to be false, the DEPARTMENT may terminate this Contract without liability or in its discretion deduct from the Contract price or consideration the full amount of the commission, percentage, brokerage, or contingent fee which the DEPARTMENT believes to have been paid or agreed to be paid by the CONTRACTOR.

**8. CONTRACTOR Warranties**

The CONTRACTOR warrants that any products provided by the CONTRACTOR to the DEPARTMENT or utilized by the CONTRACTOR in the performance of this Contract will not infringe or violate any patent, copyright, trade secret, or any other proprietary right of any third party. In the event of such a claim by any third party against the DEPARTMENT or the State of Delaware, the DEPARTMENT shall promptly notify the CONTRACTOR, and the CONTRACTOR shall indemnify and defend the DEPARTMENT or the State against any loss, cost, expense, or liability (including attorneys' fees) arising out of such claim, whether or not this claim is successful against the DEPARTMENT or the State of Delaware.

**9. Act of God**

This Contract shall not be breached by delay in performance hereunder when such delay is caused in whole or in part as a result of an act of God, war, civil disturbance, epidemic, or court order. If performance is required after the period of the Contract because of delays arising from such a cause, the CONTRACTOR is not excused from performance.

**Paternity Genetic Testing Laboratory Services  
Between DHSS/DCSE and \_\_\_\_\_**

**Appendix B:  
Description of Services**

**A. Period of Contract**

The services of the CONTRACTOR are to commence on XXXXXX, or as soon as possible after execution of the contract, and terminate on XXXXXX. However, the period of this Contract may be extended by written amendment signed by duly authorized officials of both parties delineating the conditions and requirements of the extension. All such extensions, if any, require **prior** approval of the DEPARTMENT. This paragraph is contingent upon receipt by CONTRACTOR of a purchase order approved by the Delaware Department of Finance.

**B. Duties of the CONTRACTOR**

1. The CONTRACTOR shall provide professional services and provide paternity genetic testing laboratory services.

2. The CONTRACTOR shall maintain an organizational structure and staffing level sufficient to discharge the CONTRACTOR'S responsibilities under this Contract.

3. The CONTRACTOR shall maintain adequate liaison with the DIVISION in connection with CONTRACTOR'S contractual responsibilities.

4. The CONTRACTOR shall assume sole and complete responsibility for the cost of and timely accomplishment of all its responsibilities under this Contract.

5. The CONTRACTOR shall be responsible for full, current, and detailed knowledge of published federal and State legislation, regulations, and guidelines pertinent to discharging the CONTRACTOR'S responsibilities.

6. The CONTRACTOR shall cooperate fully with any other contractors, consultants, or other parties that may be engaged by the DEPARTMENT, in connection with the object of this Contract and permit access by all other parties, as requested in writing by the DEPARTMENT, to any procedures and records that may be in the possession of or under the control of the CONTRACTOR.

7. The CONTRACTOR shall permit authorized representatives of the DEPARTMENT and/or the U.S. Department of Health and Human Services reasonable on-site access to the responsible employees of the CONTRACTOR performing services hereunder for the purpose of inspection, or audit of records, or discussing with such employees the duties they perform and the methods by which they perform such duties. The DEPARTMENT may inspect, in the manner and at times that it considers appropriate, all of the CONTRACTOR'S facilities and activities relevant to this Contract.

8. The CONTRACTOR shall provide reasonable assistance as requested by the DEPARTMENT in maintaining liaison and coordination with groups, committees, or similar bodies, which are interested in the performance of or object of this Contract.

9. The CONTRACTOR shall ensure that the CONTRACTOR'S personnel as well as the CONTRACTOR'S authorized subcontractor(s) and their personnel at all times comply with all security

regulations in effect both on and off the DEPARTMENT'S premises for all materials belonging to the Contract. CONTRACTOR shall obtain the DEPARTMENT'S written permission to remove from the DEPARTMENT'S premises any item or materials belonging to the DEPARTMENT prior to such removal.

**10.** The CONTRACTOR assumes full responsibility for and agrees to indemnify the DEPARTMENT for any and all loss or damage of whatever kind or nature, to any and all state real or personal property, including but not limited to, data files, computer systems, documents, manuals, and similar materials, resulting in whole or in part from the willful, reckless, or negligent acts or omissions of the CONTRACTOR, or any employee, agent, or representative of the CONTRACTOR, or any subcontractor.

**11.** The CONTRACTOR shall have overall responsibility for the management, performance, and completion of all work under this Contract.

**12.** The CONTRACTOR shall have total and complete responsibility for the preparation of all items or products contracted for, as identified in this Contract and its Appendices. All costs of document preparation will be borne by the CONTRACTOR where appropriate. For those documents that the DIVISION will reproduce, the CONTRACTOR is responsible to provide camera-ready copies.

**13.** Upon request, the CONTRACTOR agrees to be available for meetings with the DIVISION on a weekly basis to discuss performance compliance and to develop effective solutions to various Contract problems and issues.

**14.** The CONTRACTOR will coordinate all staff assignments with the DEPARTMENT'S Project Liaison. The DEPARTMENT reserves the right to review and approve all CONTRACTOR staff assignments to this Contract.

**15.** The CONTRACTOR shall communicate by telephone or in-person with the DEPARTMENT'S Liaison during the life of this Contract at a time or times set by the Project Liaison for project status discussion meetings. These conferences shall be supplemented by information communications as needed to convey significant developments or problems as they arise.

The CONTRACTOR shall identify at each project status meeting or tele-conference any and all problems which the CONTRACTOR contends are caused by the DEPARTMENT'S failure to perform its obligations in a timely manner during a specified period and/or which have increased the CONTRACTOR'S costs and/or time for performing under this Contract. The failure of the CONTRACTOR to identify such problems will constitute a binding admission by the CONTRACTOR that during the period in question there were no such problems.

The DEPARTMENT shall have the opportunity to mitigate the effects of any such problem identified by the CONTRACTOR at the scheduled meeting in the succeeding period. The CONTRACTOR shall specifically identify in its scheduled report those previously specified problems whose effects have not been completely mitigated, and the failure to identify in it's scheduled report any problem whose effects have not been completely mitigated shall constitute a binding admission by the CONTRACTOR that said problem has not resulted in an increase of the CONTRACTOR'S costs and/or time for performing this Contract during the relevant period.

### **C. Duties of the Division**

In order to facilitate the completion of this project, the Division of Child Support Enforcement (DCSE) will have the following distinct responsibilities:

1. To appoint a Project Liaison who will be responsible for and have the authority to make project-related decisions and authorize changes, additions, etc.
2. To arrange for on-site interviews, as needed, with identified DIVISION program staff to provide input on requirements in the CONTRACTOR'S Proposal as outlined in Appendix D.
3. To ensure the timely and on-going communication and participation of DIVISION personnel in relation to any data requests outlined in Appendix D.
4. To provide the CONTRACTOR with any existing policy manuals, program data, operational guidelines, State Plans, and/or other written documentation that may impact project outcomes.
5. To monitor and approve/disapprove all work performed by the CONTRACTOR. Completed deliverables shall be reviewed and approved according to the listing in the relevant sections of the CONTRACTOR'S proposal.
6. To remit payment to the CONTRACTOR within thirty (30) days of invoice approval according to the payment provisions outlined in the CONTRACTOR'S fee schedule and Contract Appendix C, Section A.
7. To maintain cost distribution records related to this project for federal and State funding sources.
8. To keep all pertinent officials apprised of the status of the project, and to submit all materials, documents, etc., as required for review or approval.

The DEPARTMENT will make available to the CONTRACTOR in the performance of its duties related to this Contract only the support described above.

**Paternity Genetic Testing Laboratory Services  
Between DHSS/DCSE and \_\_\_\_\_**

**Appendix C:  
Contract Budget**

**A. Basis and Method of Payment**

For the services described and the deliverables identified and agreed to in this Contract, the DEPARTMENT agrees to compensate the CONTRACTOR, subject to the terms set forth in this Contract. The CONTRACTOR will submit a monthly written invoice to the DEPARTMENT for paternity testing services provided to the DIVISION. The DEPARTMENT agrees to pay amounts due to the CONTRACTOR upon completion of the tasks/deliverables described herein. Upon submission of a proper invoice, which has been approved by the DEPARTMENT, payment will be made within thirty (30) days of invoice receipt. This Contract shall not exceed a per person test cost of \$\_\_\_\_\_ nor a total cost of \$\_\_\_\_\_ during this Contract period. These terms apply unless:

1. Both parties agree in writing to a temporary variance from the prescribed timing of a particular payment, or
2. The CONTRACTOR is given written notice by the DIVISION within ten (10) working days of receipt of an invoice, that the covered performance is considered by the DIVISION to have been unacceptable for a stated reason(s). In this case, the CONTRACTOR shall correct its performance level and resubmit it for approval or shall notify the DIVISION in writing that, for specific reasons, it believes the DIVISION'S failure to accept performance to be unjustified. Upon service of such a reply from the CONTRACTOR, the requirements for face-to-face meetings shall take effect.

**B. Withholding of Payment and Rights to Recovery**

The DEPARTMENT may withhold the full amount of the final billing from the CONTRACTOR pending satisfactory completion by the CONTRACTOR, its agents, employees, or subcontractor of all services contracted for hereunder.

Payments to the CONTRACTOR shall be made upon submission of accurate, written billings for allowable Contract deliverables.

**C. Extra-Contractual Services**

No extra-contractual services shall be approved unless specifically authorized in writing by the Director of the DIVISION. Any and all work performed by any person or entity outside the scope of services covered by this Contract and without **prior written** authorization from the DIVISION shall be gratuitous and the DEPARTMENT shall bear no obligation to make reimbursement of any kind for such service

**D. Pre-Contract Cost**

The DEPARTMENT shall not be liable for any pre-contract activity or costs incurred by the CONTRACTOR in preparing or modifying its proposal, during the negotiations for this Contract or for any work performed in connection therewith prior to the effective date of this Contract.

**E. Cost**

Total payments under this Contract shall not exceed \$\_\_\_\_\_ in accordance with the cost and payment schedule presented in Section A herein, and Appendix D.

**F. Maintenance of Project Records**

The CONTRACTOR agrees to maintain accurate accounts, books, documents, and other evidential accounting, and fiscal records in accordance with established and recognized methods of accounting and which sufficiently and properly reflect all direct and indirect administrative and service costs of any nature expended in the performance of this Contract. Funds received and expended under the Contract shall be accounted for and recorded by the CONTRACTOR so as to permit the DEPARTMENT and appropriate State and Federal agencies to audit and account for all Contract expenditures in conformity with the terms, conditions, and provisions of this Contract and with all pertinent State and Federal laws and regulations.

**G. Responsibility for Payment for CONTRACTOR'S Use of Non-State Sources**

The CONTRACTOR is totally responsible for payment for any and all resources purchased, ordered, or used in fulfilling its obligations under this Contract. The CONTRACTOR has no authority to bind the DEPARTMENT or the State of Delaware to pay for any such goods or services of this type.

**H. Ensure Compliance with Contract Section C ("Financial Requirements")**

The CONTRACTOR should reference and monitor all contract clauses in Section C ("Financial Requirements"), contained in the main body of this Contract, in order to ensure full compliance with all of the "Contract Budget" related requirements set forth elsewhere in this Contract.

## Appendix B

### DELAWARE HEALTH AND SOCIAL SERVICES REQUEST FOR PROPOSAL

#### CERTIFICATION SHEET

As the official representative for the proposer, I certify on behalf of the agency that:

- a. they are a regular dealer in the services being procured;
- b. they have the ability to fulfill all requirements specified for development within this RFP;
- c. they have independently determined their prices;
- d. they are accurately representing their type of business and affiliations;
- e. they will secure a Delaware Business License;
- f. they have acknowledged that no contingency fees have been paid \_\_\_\_\_ to obtain award of this contract.
- g. The Prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other contractor or with any competitor;
- h. Unless otherwise required by Law, the prices which have been quoted in this offer have not been knowingly disclosed by the contractor and by the contractor prior to the award in the case of a negotiated procurement, directly or indirectly to any other contractor or to any competitor; and
- i. No attempt has been made or will be made by the contractor to induce any other persons or firm to submit or not to submit an offer for the purpose of restricting competition.
- j. They have not employed or retained any company or person (other than a full-time bona fide employee working solely for the contractor) to solicit or secure this contract, and they have not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the contractor) any fee, commission percentage or brokerage fee contingent upon or resulting from the award of this contract.
- k. They operate \_\_\_an individual; \_\_\_a Partnership \_\_\_a non-profit (501 C-3) organization; \_\_\_a not-for-profit organization; or \_\_\_for profit corporation, incorporated under the laws of the State of \_\_\_\_\_.
- l. They (check one): \_\_\_\_\_ are; \_\_\_\_\_ are not owned or controlled by a parent company. If owned or controlled by a parent company, enter name and address of parent company:  
  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- m. If the amount of their proposal is over \$100,000, by their signature below, they are representing that the Firm and/or its Principals, along with its subcontractors and assignees covered by their proposal, are not currently subject to either suspension or debarment from Procurement and Non-Procurement activities by the Federal Government.

#### **Violations and Penalties:**

Each contract entered into by an agency for professional services shall contain a prohibition against contingency fees as follows:

1. The firm offering professional services swears that it has not employed or retained any company or person working primarily for the firm offering professional services, to solicit or secure this agreement by improperly influencing the agency or any of its employees in the professional service procurement process

2. The firm offering the professional services has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working primarily for the firm offering professional services, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this agreement; and
3. for the violation of this provision, the agency shall have the right to terminate the agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

The following conditions are understood and agreed to:

- a. No charges, other than those specified in the cost proposal, are to be levied upon the State as a result of a contract.
- b. The State will have exclusive ownership of all products of this contract unless mutually agreed to in writing at the time a binding contract is executed.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature & Title of Official Representative

\_\_\_\_\_  
Type Name of Official Representative



## Appendix C

### INFORMATION MEMORANDUM

OCSE-IM-97-03

April 10, 1997

TO: STATE AGENCIES ADMINISTERING CHILD SUPPORT ENFORCEMENT PLANS  
APPROVED UNDER TITLE IV-D OF THE SOCIAL SECURITY ACT AND OTHER  
INTERESTED INDIVIDUALS

SUBJECT: Accreditation of Genetic Testing Labs

PURPOSE: The purpose of this IM is to share information about national organizations that  
accredit laboratories doing genetic testing for paternity.

BACKGROUND: The Personal Responsibility and Work Opportunity Reconciliation Act of  
1996 (P.L.104-193) mandates that states have and use procedures by which genetic test results  
can be admitted as evidence of paternity without the need for additional foundation testimony or  
other proof of accuracy. For states to take advantage of this expedited procedure in contested  
cases, the test must be of a type generally acknowledged as reliable by an approved accreditation  
body, and be performed by an accredited laboratory. P.L. 104-193 requires the Secretary of HHS  
to designate the accreditation bodies.

To fulfill this requirement, two nationally organized accreditation bodies have been identified:  
the American Association of Blood Banks and the American Society for Histocompatibility and  
Immunogenetics.

INQUIRIES TO: ACF Regional Administrators

---

David Gray Ross  
Deputy Director  
Office of Child Support  
Enforcement

### DISCUSSION

Current program performance standards require State Child Support Enforcement Agencies to  
contract with genetic testing laboratories to perform paternity tests to resolve disputed paternity  
of children born to unmarried parents. The laboratories must perform at reasonable cost tests that  
are legally and medically acceptable to identifying or excluding an alleged father.

Several reforms related to paternity determination are mandated in the Personal Responsibility  
and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193), which reinforce the national  
movement of the last decade to expedite contested paternity cases quickly and fairly. One of the  
new requirements pertains to the introduction into evidence of genetic test results. P.L. 104-193  
says that states must have and use procedures under which they can introduce as evidence of  
paternity the results of any genetic test that is of a type generally acknowledged as reliable by  
accreditation bodies and is performed by an accredited laboratory. When both conditions are  
satisfied, the test results can be introduced as evidence of paternity without the need for  
foundation testimony or other proof of authenticity or accuracy, unless some objection is made.

Existing law requires states to have and use procedures under which objections must be made within a specific time period; the new law gives states the flexibility to base the timeframe for objections on the scheduled hearing date or the date the test result was received.

The requirement that states choose accredited laboratories for paternity testing in order to expedite contested cases reflects the widespread acceptance in scientific and legal circles of the validity of particular genetic tests for paternity, as well as for existing standards, such as chain-of-custody, for safeguarding test results. A customary means of assuring the reliability and validity of genetic tests for paternity is for testing laboratories to voluntarily seek accreditation under the standards and requirements set by recognized accrediting bodies. In genetic testing for parentage, there are two accrediting bodies, the American Association of Blood Banks (AABB) and the American Society for Histocompatibility and Immunogenetics (ASHI). Information about accreditation of labs for parentage testing is available from the American Association of Blood Banks, 8101 Glenbrook Rd., Bethesda, Maryland 20814. Phone (301) 907-6895. Similar information is available from the American Society for Histocompatibility and Immunogenetics, 8310 Nieman Rd., Lenexa, Kansas 66214. Phone (913) 541-0009.

## Appendix D

### TITLE 13

#### **Domestic Relations**

#### CHAPTER 8. UNIFORM PARENTAGE ACT

#### **Subchapter V. Genetic Testing**

##### § 8-501: Scope of article.

This subchapter governs genetic testing of an individual to determine parentage, whether the individual:

- (1) Voluntarily submits to testing; or
- (2) Is tested pursuant to an order of the court or a support-enforcement agency. (74 Del. Laws, c. 136, § 1.)

##### § 8-502. Order for testing.

(a) Except as otherwise provided in this subchapter and subchapter VII of this chapter, the court shall order the child and other designated individuals to submit to genetic testing if the request for testing is supported by the sworn statement of a party to the proceeding:

- (1) Alleging paternity and stating facts establishing a reasonable probability of the requisite sexual contact between the individuals; or
- (2) Denying paternity and stating facts establishing a possibility that sexual contact between the individuals, if any, did not result in the conception of the child.

(b) A support-enforcement agency may order genetic testing only if there is no presumed, acknowledged, or adjudicated father.

(c) If a request for genetic testing of a child is made before birth, the court or support-enforcement agency may not order in-utero testing.

(d) If 2 or more men are subject to court-ordered genetic testing, the testing may be ordered concurrently or sequentially. (74 Del. Laws, c. 136, § 1; 70 Del. Laws, c. 186, § 1.)

##### § 8-503. Requirements for genetic testing.

(a) Genetic testing must be of a type reasonably relied upon by experts in the field of genetic testing and performed in a testing laboratory accredited by:

- (1) The American Association of Blood Banks, or a successor to its functions;
- (2) The American Society for Histocompatibility and Immunogenetics, or a successor to its functions; or

(3) An accrediting body designated by the federal Secretary of Health and Human Services.

(b) A specimen used in genetic testing may consist of one or more samples, or a combination of samples, of blood, buccal cells, bone, hair or other body tissue or fluid. The specimen used in the testing need not be of the same kind for each individual undergoing genetic testing.

(c) Based on the ethnic or racial group of an individual, the testing laboratory shall determine the databases from which to select frequencies for use in calculation of the probability of paternity. If there is disagreement as to the testing laboratory's choice, the following rules apply:

(1) The individual objecting may require the testing laboratory, within 30 days after receipt of the report of the test, to recalculate the probability of paternity using an ethnic or racial group different from that used by the laboratory.

(2) The individual objecting to the testing laboratory's initial choice shall:

(i) If the frequencies are not available to the testing laboratory for the ethnic or racial group requested, provide the requested frequencies compiled in a manner recognized by accrediting bodies; or

(ii) Engage another testing laboratory to perform the calculations.

(3) The testing laboratory may use its own statistical estimate if there is a question regarding which ethnic or racial group is appropriate. If available, the testing laboratory shall calculate the frequencies using statistics for any other ethnic or racial group requested.

(d) If, after recalculation using a different ethnic or racial group, genetic testing does not rebuttably identify a man as the father of a child under § 8-505 of this title, an individual who has been tested may be required to submit to additional genetic testing. (74 Del. Laws, c. 136, § 1; 70 Del. Laws, c. 186, § 1.)

§ 8-504. Report of genetic testing.

(a) A report of genetic testing must be in a record and signed under penalty of perjury by a designee of the testing laboratory. A report made under the requirements of this subchapter is self-authenticating.

(b) Documentation from the testing laboratory of the following information is sufficient to establish a reliable chain of custody that allows the results of genetic testing to be admissible without testimony:

(1) The names and photographs of the individuals whose specimens have been taken;

(2) The names of the individuals who collected the specimens;

(3) The places and dates the specimens were collected;

(4) The names of the individuals who received the specimens in the testing laboratory;

and

(5) The dates the specimens were received. (74 Del. Laws, c. 136, § 1.)

§ 8-505. Genetic testing results; rebuttal.

(a) Under this chapter, a man is rebuttably identified as the father of a child if the genetic testing complies with this subchapter and the results disclose that:

(1) The man has at least a 99 percent probability of paternity, using a prior probability of 0.50, as calculated by using the combined paternity index obtained in the testing; and

(2) A combined paternity index of at least 100 to 1.

(b) A man identified under subsection (a) of this section as the father of the child may rebut the genetic testing results only by other genetic testing satisfying the requirements of this subchapter which:

(1) Excludes the man as a genetic father of the child; or

(2) Identifies another man as the possible father of the child.

(c) Except as otherwise provided in § 8-510 of this title, if more than 1 man is identified by genetic testing as the possible father of the child, the Court shall order them to submit to further genetic testing to identify the genetic father. (74 Del. Laws, c. 136, § 1; 70 Del. Laws, c. 186, § 1.)

§ 8-506. Costs of genetic testing.

(a) Subject to assessment of costs under subchapter VI of this chapter, the cost of initial genetic testing must be advanced:

(1) By a support-enforcement agency in a proceeding in which the support-enforcement agency is providing services;

(2) By the individual who made the request;

(3) As agreed by the parties; or

(4) As ordered by the court.

(b) In cases in which the cost is advanced by the support-enforcement agency, the agency may seek reimbursement from a man who is rebuttably identified as the father. (74 Del. Laws, c. 136, § 1; 70 Del. Laws, c. 186, § 1.)

§ 8-507. Additional genetic testing.

The Court or the support-enforcement agency shall order additional genetic testing upon the request of a party who contests the result of the original testing. If the previous genetic testing identified a man as the father of the child under § 8-505 of this title, the court or agency may not order additional testing unless the party provides advance payment for the testing. (74 Del. Laws, c. 136, § 1; 70 Del. Laws, c. 186, § 1.)

§ 8-508. Genetic testing when specimen is not available.

(a) Subject to subsection (b) of this section, if a genetic-testing specimen is not available from a man who may be the father of a child, for good cause and under circumstances the court considers to be just, the court may order the following individuals to submit specimens for genetic testing:

- (1) The parents of the man;
- (2) Brothers and sisters of the man;
- (3) Other children of the man and their mothers; and
- (4) Other relatives of the man necessary to complete genetic testing.

(b) Issuance of an order under this section requires a finding that a need for genetic testing outweighs the legitimate interests of the individual sought to be tested. (74 Del. Laws, c. 136, § 1; 70 Del. Laws, c. 186, § 1.)

§ 8-509. Deceased individual.

For good cause shown, the court may order genetic testing of a deceased individual. (74 Del. Laws, c. 136, § 1.)

§ 8-510. Identical brothers.

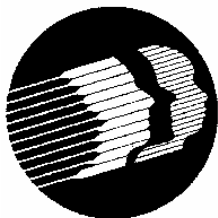
(a) The court may order genetic testing of a brother of a man identified as the father of a child if the man is commonly believed to have an identical brother and evidence suggests that the brother may be the genetic father of the child.

(b) If each brother satisfies the requirements as the identified father of the child under § 8-505 of this title without consideration of another identical brother being identified as the father of the child, the court may rely on nongenetic evidence to adjudicate which brother is the father of the child. (74 Del. Laws, c. 136, § 1; 70 Del. Laws, c. 186, § 1.)

NOTICE: The Delaware Code appearing on this site was prepared by the Division of Research of Legislative Council of the General Assembly with the assistance of the Government Information Center, under the supervision of the Delaware Code Revisors and the editorial staff of LexisNexis, includes all acts up to and including 76 Del. Laws, c. 421, effective August 21, 2008.

DISCLAIMER: Please Note: With respect to the Delaware Code documents available from this site or server, neither the State of Delaware nor any of its employees, makes any warranty, express or implied, including the warranties of merchantability and fitness for a particular purpose, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately-owned rights. This information is provided for informational purposes only. Please seek legal counsel for help on interpretation of individual statutes.

## Appendix E



### NON-COLLUSION STATEMENT & CLASSIFICATION FORM THIS PAGE MUST BE SIGNED, NOTARIZED AND RETURNED WITH YOUR BID PROPOSAL

COMPANY NAME \_\_\_\_\_

NAME OF AUTHORIZED REPRESENTATIVE (Please print) \_\_\_\_\_

SIGNATURE \_\_\_\_\_

COMPANY ADDRESS \_\_\_\_\_

TELEPHONE # \_\_\_\_\_

FAX # \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

FEDERAL EI# \_\_\_\_\_

STATE OF DE BUSINESS LIC# \_\_\_\_\_

Note: Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Delaware Health and Social Services. This is to certify that the above referenced offerer has neither directly nor indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid submitted this date to Delaware Health and Social Services. The above referenced bidder agrees that the signed delivery of this bid represents the bidder's acceptance of the terms and conditions of this invitation to bid including all specifications and special provisions

#### Organization Classifications (Please circle)

Women Business Enterprise (WBE) Yes/No

Minority Business Enterprise (MBE) Yes/No

Disadvantaged Business Enterprise (DBE) Yes/No

PLEASE CHECK ONE---CORPORATION \_\_\_\_\_ PARTNERSHIP \_\_\_\_\_ INDIVIDUAL \_\_\_\_\_

For certification (WBE),(MBE),(DBE) please apply to Office of Minority & Women Business Enterprise  
Phone #' (302) 739-7830 X34 (Mary Schrieber)

Fax# (302) 739-7839 Certification # \_\_\_\_\_ Certifying Agency \_\_\_\_\_

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF  
\_\_\_\_\_ 20 \_\_\_\_\_

NOTARY PUBLIC \_\_\_\_\_ MY COMMISSION EXPIRES  
\_\_\_\_\_

CITY OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_ STATE  
OF \_\_\_\_\_

Internet address: <http://www.state.de.us/dhss/rfp/dhssrfp.htm>  
<http://www.state.de.us/dhss/dhss.htm>

## **DEFINITIONS**

**The following definitions are from the State Office of Minority and Women Business Enterprise.**

**Women Owned Business Enterprise (WBE):**

At least 51% is owned by women, or in the case of a publicly owned enterprise, a business enterprise in which at least 51% of the voting stock is owned by women; or any business enterprise that is approved or certified as such for purposes of participation in contracts subject to women-owned business enterprise requirements involving federal programs and federal funds.

**Minority Business Enterprise (MBE):**

At least 51% is owned by minority group members; or in the case of a publicly owned enterprise, a business enterprise in which at least 51% of the voting stock is owned by minority group members; or any business enterprise that is approved or certified as such for purposes of participation in contracts subjects to minority business enterprises requirements involving federal programs and federal funds.

**Disadvantaged Business Enterprise (DBE):**

Any corporation, partnership, sole proprietorship, individual or other business enterprise, operating a business for profit with 100 employees or fewer, including employees employed in any subsidiary or affiliated corporation which otherwise meets the requirements of the federal small business innovation research program, except for the limitation on regarding a maximum number of company employees.

**C. Corporation:**

An artificial legal entity treated as an individual, having rights and liabilities distinct from those of the persons of its members, and vested with the capacity to transact business, within the limits of the powers granted by law to the entity.

**Partnership:**

An agreement under which two or more persons agree to carry on a business, sharing in the profit or losses, but each liable for losses to the extent of his or her personal assets.

**Individual:**

Self-explanatory

For certification in one of above, the bidder must contract:  
Mary Schrieber

**Office of Minority and Women Business Enterprise**

(302) 739-7830 X 34

Fax (302) 739-7839



## Appendix F



STATE OF DELAWARE  
DELAWARE HEALTH AND SOCIAL SERVICES

### BIDDERS SIGNATURE FORM

Name of Bidder \_\_\_\_\_  
Signature Of Authorized Person \_\_\_\_\_  
Type in Name of Authorized Person \_\_\_\_\_  
Title of Authorized Person \_\_\_\_\_  
Street Name/Number \_\_\_\_\_  
City, State, and Zip Code \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
Fax Number \_\_\_\_\_  
Date \_\_\_\_\_  
Bidder's Federal Employer Identification No. \_\_\_\_\_  
Delivery Day/Completion Time \_\_\_\_\_  
F.O.B. \_\_\_\_\_  
Terms \_\_\_\_\_

#### THE FOLLOWING MUST BE COMPLETED BY THE VENDOR

AS CONSIDERATION FOR THE AWARD AND EXECUTION BY DELAWARE HEALTH AND SOCIAL SERVICES OF THIS CONTRACT, THE (COMPANY NAME) \_\_\_\_\_ HEREBY GRANTS, CONVEYS, SELLS, ASSIGNS, AND TRANSFERS TO THE STATE OF DELAWARE ALL OF ITS RIGHTS, TITLE AND INTEREST IN AND TO ALL KNOWN OR UNKNOWN CAUSES OF ACTION IT PRESENTLY HAS OR MAY NOW HEREAFTER ACQUIRE UNDER THE ANTITRUST LAWS OF THE UNITED STATES AND THE STATE OF DELAWARE, RELATING THE PARTICULAR GOODS OR SERVICES PURCHASES OR ACQUIRED BY THE DELAWARE HEALTH AND SOCIAL SERVICES DEPARTMENT, PURSUANT TO THIS CONTRACT.

## Appendix G

### Statement of Compliance Form

As the official representative for the CONTRACTOR, I certify on behalf of the agency that:

They will comply with all Federal and Delaware laws and regulations pertaining to equal employment opportunity and affirmative action. In addition, compliance will be assured in regard to Federal and Delaware laws and regulations relating to confidentiality and individual and family privacy in the collection and reporting of data.

Authorized Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

## **Appendix H**

### **Notification to Bidders**

"Bidder shall list all contracts awarded to it or its predecessor firm(s) by the State of Delaware; during the last three years, by State Department, Division, Contact Person (with address/phone number), period of performance and amount. The Evaluation/Selection Review Committee will consider these additional references and may contact each of these sources. Information regarding bidder performance gathered from these sources may be included in the Committee's deliberations and factored in the final scoring of the bid. Failure to list any contract as required by this paragraph may be grounds for immediate rejection of the bid."